

Exhibit C

In the Matter Of:

ANDREW RITZ & MICHAEL RITZ

-v-

NISSAN-INFINITI LT, TRANS UNION, LLC, ET AL.

Deborah Donley, 30(b)(6)

January 28, 2022

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30(b)(6)

1 EXAMINATION

2 QUESTIONS BY MR. FOX

3 Q Ms. Donley, I have some follow-up questions.

4 A Okay.

5 Q And while at this deposition, since it was --
6 Mr. Cento's deposition, I am entitled to ask you
7 cross exam- -- questions in a cross examination
8 manner. I'm not here to beat you up. All right.

9 MR. FOX: And again, just for the record,
10 Mr. Cento, I do object and unless it's a court
11 order, I don't believe we're going to produce
12 another witness again. Maybe you won't need to
13 after you get the rest of the documents.

14 Q I'm going to try to work my way backwards. In the
15 Deposition Notice, which I believe was marked as
16 Document 8?

17 A 8?

18 Q Let me try to pull it up. Okay. Let me try to
19 pull it up. No. The Deposition Notice --

20 MR. CENTO: 11.

21 Q -- is Document 11. Okay?

22 A Uh-huh.

23 Q No. 29, you were asked that you should be prepared
24 to testify regarding whether Tanya Messmer received
25 any sort of reprimand or corrective action for her

30(b)(6)

1 override. Do you remember being asked that?

2 A Yes.

3 Q Okay. Are you aware as to whether Ms. Messmer was
4 deposed already in this matter?

5 A No.

6 Q Okay. Well, if I told you Ms. Messmer was deposed
7 already, are you aware of any prohibition for
8 Mr. Cento to ask Ms. Messmer herself whether she
9 received a reprimand or a corrective action?

10 A No.

11 Q Okay. I believe there's been a lot of language
12 used in this case, industry language. Okay. For
13 example, grounding has been used numerous times.
14 Okay. Can you tell me what do you mean -- or
15 what's the process? Can you tell me what the
16 process is for grounding?

17 A So when a -- a lease is -- a leased vehicle is
18 turned in, it has to be properly grounded with the
19 dealership in order for it to be taken back into
20 inventory. And when that happens, then the unit is
21 terminated. It gets a term type associated to the
22 account so that it stops any initial invoices from
23 continuing to occur on the consumer's account. And
24 then that indicates it rolls into our vehicle
25 remarketing system. So then we are aware that we

30(b)(6)

1 have a unit at a dealership that we need to pick up
2 so that we can go ahead and take it to the auction
3 to sell it if the dealership did not purchase it
4 for their inventory.

5 Q Okay. All right. Now, in order for a vehicle to
6 be grounded, is it necessary for an odometer's
7 statement to be signed by the lessee?

8 A Yes, it is. It's a federal document that we have
9 to have on file.

10 Q Oh, it's required by federal law?

11 A Uh-huh.

12 Q I'm sorry. Yes? You have to say yes.

13 A Yes. Sorry. Yes.

14 Q Okay. All right. So it's a federal law that an
15 odometer statement is signed by the lessee in order
16 for it to be grounded?

17 A That is correct.

18 Q Okay. All right. Grounding -- grounded or
19 grounding, is that a term or a word used within the
20 industry?

21 A Yes.

22 Q Okay. Now, in order for a car to be returned, does
23 it have to be grounded?

24 A It has to be -- a leased vehicle has to be
25 grounded.

30(b)(6)

1 Q A leased vehicle has to be grounded in order for
2 the lease to be terminated; is that correct?

3 A That is correct.

4 Q And in order to ground the vehicle, an odometer
5 statement has to be signed by the lessee; is that
6 correct?

7 A That is correct.

8 Q And that's under federal law, right?

9 A Yes.

10 Q And based on your review of this file on
11 August 9th, did the Ritzes sign an odometer
12 statement?

13 A No, they did not.

14 Q Okay. So therefore Nissan could not ground the
15 vehicle, right?

16 A Correct.

17 Q And therefore the vehicle was not, as we use the
18 word loosely, returned?

19 A Correct.

20 Q Is that fair?

21 Okay. Now you were asked also, the Ritzes, as
22 the lessee in this matter -- the Ritzes'
23 obligation, okay, under this lease. And you
24 testified earlier that the only obligation they had
25 was to return this vehicle. Do you remember saying

30(b)(6)

1 that?

2 A Yes.

3 Q Okay. Can you look at Document No. 12, and it's
4 the lease, and the paragraph 12 that we've referred
5 to numerous times?

6 A Okay.

7 Q Okay. And can you read the second sentence of
8 paragraph 12 -- well, you know what, read the first
9 and second sentence.

10 A "When your Lease terminates, whether early or
11 scheduled, you will return the Vehicle to a Nissan
12 dealer or other location we specify. You will
13 complete a statement of this Vehicle's mileage at
14 termination as required by federal law."

15 Q Okay. Now, that statement itself, does it say you
16 may complete or does it -- do you read it as you
17 will complete?

18 A You will complete.

19 Q Okay. Is your understanding that's mandatory as
20 opposed to discretionary?

21 A Correct.

22 Q And to complete a statement of the mileage, it says
23 by -- required by federal law. Is that -- to your
24 knowledge, is that really required by federal law?

25 A Yes, it is.

30(b)(6)

1 Q Okay. So this lease, which has been referred to as
2 a contract between the Ritzes and Nissan, okay,
3 "You will complete a statement of this Vehicle's
4 mileage at termination as required by federal law,"
5 is it your understanding that's an obligation also
6 by the Ritzes under this lease?

7 A Yes.

8 Q Okay. So under this lease, it's not just an
9 obligation to return the vehicle, Ritz also had an
10 obligation to sign an odometer statement, so to
11 speak, isn't that right?

12 A Yes.

13 Q And they didn't, did they, in August -- on
14 August 9th of 2019?

15 A That's correct.

16 Q Okay. So based on that sentence, the Ritzes did
17 not comply with their obligations under this lease
18 when they were terminating the lease or returning
19 the lease; is that fair to say?

20 A Correct, correct.

21 Q Okay. Now, the statement you just read, "You will
22 complete a statement of this Vehicle's mileage at
23 termination as required by federal law, okay, if we
24 can go to page 1 of this Document 12, which says
25 Ritz - Lease Terms.

30(b)(6)

1 A Okay.

2 Q And this is a summary of the terms, which I don't
3 know if Mr. Cento said he prepared or his office
4 prepared, but it's a summary. This is not the
5 lease itself. The second entry, it says, quote,
6 "When your lease terminates...you will return the
7 Vehicle to a Nissan dealer...", end of quote. Do
8 you see that?

9 A Yes.

10 Q That does not include the fact that the Ritzes have
11 an obligation to sign an odometer statement, does
12 it?

13 A No.

14 Q Okay. So content-wise, would you agree that that
15 entry is not accurate?

16 A Correct.

17 Q Okay. And this is not a document that Nissan
18 prepared; is that fair to say?

19 A Correct.

20 Q Okay. Now, there's been some discussions regarding
21 when the Ritzes had possession or did not have
22 possession of the vehicle. Okay. If August 30th
23 of 2019 the Ritzes gave possession of the vehicle
24 to John Doe, so they no longer had possession of
25 the vehicle, but they had not signed the odometer

30(b)(6)

1 statement, okay, would Nissan still take the
2 position that they were still in possession of the
3 vehicle even though they physically weren't in
4 possession?

5 A Yes.

6 Q Okay. So the obliga- -- that's a -- strike that.

7 In the lease, going back to paragraph 12 that
8 we've talked about, okay, knowing you're not a
9 lease expert, but the sentence "You will complete a
10 statement of this Vehicle mileage at termination as
11 required by federal law," is that a very
12 significant statement and term in this lease?

13 A Yes, it is.

14 Q And that -- and based on your department and what
15 you do, okay, with credit disputes, okay, is that a
16 triggering mechanism? The odometer statement
17 signed by the lessee, is that a trigger mechanism
18 in order to terminate a lease?

19 A Yes, it is.

20 Q And unless -- and unless your department or unless
21 Nissan receives that odometer statement, by federal
22 law can they terminate the lease?

23 A No.

24 Q So is it fair to say that -- is it fair to say that
25 the end of August -- well, strike that. Is it fair

30(b)(6)

1 to say that on August 9th when the Ritzes no longer
2 had physical possession -- well, strike that.

3 Do you know when it's alleged that the Ritzes
4 no longer had physical possession of this vehicle?

5 A I only know of when I read the notes on the
6 accounts and that the customer called in and
7 advised us that he left the vehicle at the
8 dealership.

9 Q On August 9th, right?

10 A On August 9th, uh-huh.

11 Q Okay. Assuming that's true -- so on August 9th,
12 2019, assuming it's true that the customer, the
13 Ritzes, left the vehicle physically with Freehold
14 Nissan, if Nissan Infiniti LT terminated the lease
15 without the odometer statement, would they be
16 violating federal law?

17 A Yes.

18 Q Are you aware of shortly before the lease is due to
19 terminate that a lessee receives a letter or a
20 package instructing the lessee the procedures
21 needed to turn in the lease?

22 A Yes.

23 Q Okay. What is your knowledge about that?

24 A I'm aware that the lessee receives documentation
25 60 days prior to lease maturity.

30(b)(6)

1 Q Okay. And do you know if the documentation
2 includes the requirement that a -- I guess that the
3 turn in has to be scheduled so certain paperwork
4 and inspections can be performed?

5 A I'm not -- I'm not a hundred percent certain what
6 it all includes.

7 Q Okay. Now, Nissan-Infiniti LT is not Nissan
8 Freehold, correct?

9 A Correct.

10 Q Okay. And Nissan-Infinity LT has to comply with
11 federal law and state law, correct?

12 A Correct.

13 Q And federal law requires the odometer statement to
14 be signed by the lessee, as you've said, correct?

15 A Correct.

16 Q August 9th Nissan-Infinity LT did not have that
17 signed odometer statement, right?

18 A Correct.

19 Q And had no knowledge that it was signed, correct?

20 A Correct.

21 Q Okay. And when the odometer statement is signed by
22 a lessee like Ritz in this case, how would
23 Nissan-Infinity LT be notified or receive a copy of
24 the odometer statement? What would happen?

25 A It comes over via electronic through our RPM

30(b)(6)

1 system.

2 Q From whom?

3 A From the dealership.

4 Q Okay. And Nissan-Infinity LT never received that,
5 did they, on August 9th?

6 A No.

7 Q Okay. Did they receive it -- well, strike that.

8 Do you know when they received it if at all?

9 A I do not know exactly when we received it.

10 According to my investigation, it appears we
11 received it on 9-20.

12 Q Okay. And that was after the Ritzes were charged,
13 let's say a lease payment, because they still
14 technically under federal law still had the
15 vehicle, correct?

16 A Correct.

17 Q Okay. Paragraph 12, if we can go back to that
18 again. Sorry to go back to that.

19 A Okay.

20 Q "You will complete a statement of this Vehicle's
21 mileage at termination as required by federal law,"
22 is that an obligation of Nissan-Infinity LT?

23 A That's actually an obligation of the -- that is
24 required by Nissan.

25 Q Right. But is that --

30(b)(6)

1 A Uh-huh.

2 Q Who's obligated to complete this statement, the
3 odometer statement?

4 A The dealership.

5 Q Nissan?

6 A The dealership.

7 Q Right, the dealership. And the dealership is
8 obligated to provide that, obviously, to
9 Nissan-Infinity LT. But in conjunction -- well,
10 put it this way. The odometer statement, who signs
11 that, if you're aware? Do you know who signs that?

12 A The consumer and the dealership sign it.

13 Q Okay. So that's an issue between Nissan Freehold
14 and the Ritzes, correct?

15 A Correct.

16 Q Okay. Because there was some issue brought up
17 during your direct exam of this deposition that
18 that's an obligation between Nissan-Infinity LT and
19 -- well, not that. Strike that. Strike that.
20 Never mind.

21 But the obligation to sign and provide the
22 odometer statement is between the dealership and
23 the consumer; is that right?

24 A Correct.

25 Q Okay. And under federal law, the lease cannot be

30(b)(6)

1 terminated without that odometer statement signed
2 by the dealership and the consumer; is that
3 correct?

4 A Correct.

5 MR. FOX: I don't think I have anything
6 further. Thank you, Ms. Donley.

7 THE WITNESS: Okay.

8 MR. CENTO: Okay. Thank you.

9 COURT REPORTER: Okay. Just a couple things:
10 I just wanted to confirm. We did refer to
11 Documents 4, 11, 12 and 13. Did you intend for
12 those to be marked as exhibits?

13 (Mr. Cento shakes head negatively.)

14 COURT REPORTER: No? Okay.

15 MR. FOX: Let me ask a question. Were any of
16 these things marked as exhibits?

17 MR. CENTO: No.

18 MR. FOX: I brought that up before and -- no?

19 MR. CENTO: No.

20 MR. FOX: Okay. So there's no exhibits then.
21 Okay.

22 COURT REPORTER: Okay. That's fine. All
23 right. This concludes the deposition of
24 Deborah Donley. We are off the record at 2:09 p.m.
25 Eastern Standard Time. Thank you very much.